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Attorneys for Defendants SHARECARE OPERATING COMPANY, INC.,  
SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,  
and CARELINX INC.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

AMANDA CUNNINGHAM, individually, and  
on behalf of other members of the general  
public similarly situated;

Plaintiff,

v.

SHARECARE CL, LLC, a Delaware limited  
liability company; SHARECARE HEALTH  
DATA SERVICES, LLC, a Delaware limited  
liability company; SHARECARE  
OPERATING COMPANY, INC., a Delaware  
corporation; CARELINX INC., a Delaware  
corporation; and DOES 1 through 100,  
inclusive;

Defendants.

Case No.

**NOTICE OF REMOVAL OF ACTION  
UNDER 28 U.S.C. §§ 1332(d), 1441, 1446,  
and 1453**

**(CLASS ACTION FAIRNESS -  
DIVERSITY)**

**TO THE CLERK OF THE ABOVE-ENTITLED COURT:**

**PLEASE TAKE NOTICE** that Defendants, Sharecare Operating Company, Inc.,  
Sharecare CL, LLC, Sharecare Health Data Services, LLC, and CareLinx, Inc., by and through the  
undersigned counsel and pursuant to 28 U.S.C. §§ 1332(d), 1441, 1446, and 1453, remove Case  
No. CV2023-2034 from the Superior Court of the State of California, County of Yolo, (the “State  
Court Action”) to this Court. In support of this Notice of Removal, Defendants state the following:

**I. SUMMARY**

1. Defendants have removed the State Court Action to this Court pursuant to the Class Action Fairness Act of 2005 (“CAFA”) because (i) the State Court Action is a class action, (ii) Plaintiff’s putative class exceeds 100 members, (iii) Plaintiff or at least one other member of the putative class is a citizen of a different state than any of the Defendants, and (iv) the amount in controversy exceeds \$5,000,000 exclusive of interest and costs. *See* 28 U.S.C. §1332(d).

**II. PROCEDURAL HISTORY**

2. On September 25, 2023, Plaintiff commenced the State Court Action by filing an unverified Class Action Complaint for Damages (the “Complaint”) against Defendants and unidentified DOES 1 through 100 in the Superior Court of the State of California, County of Yolo.<sup>1</sup>
3. The Complaint asserts the following eight causes of action against Defendants<sup>2</sup>:
  - a. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
  - b. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
  - c. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
  - d. Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
  - e. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
  - f. Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
  - g. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and
  - h. Violation of California Business & Professions Code §§ 17200, *et seq.*

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<sup>1</sup> Defendants have attached a copy of Plaintiff’s Complaint as Doc. #1-1.

<sup>2</sup> Defendants incorporate Plaintiff’s allegations in the Complaint into this Notice of Removal by reference without admitting the truth of any of them.

(Complaint at ¶¶ 42-100).

4. On October 5, 2023, Plaintiff served Defendant, Sharecare CL, LLC, (“Sharecare CL”) with the Complaint via its agent for service of process.<sup>3</sup>

5. Defendants have attached a collective copy of all process, pleadings, and orders served upon any of them by Plaintiff in connection with the State Court Action as Doc. #1-3.

### III. VENUE

6. The Eastern District of California is the proper venue for this removal because Plaintiff filed and has maintained the State Court Action against Defendants in the Superior Court of the State of California, Yolo County. *See* 28 U.S.C. §§ 84(b), 1441(a), 1446(a).

### IV. TIMELINESS OF REMOVAL

7. This Notice of Removal has been timely filed within 30 days of Plaintiff’s service of the Complaint upon Defendant, Sharecare CL, LLC, on October 5, 2023. 28 U.S.C. § 1446(b)(2)(B); Fed. R. Civ. Pro. 6(a)(1).

### V. CAFA ELIGIBILITY

8. The State Court Action is eligible for removal to this Court under CAFA.

#### A. The State Court Action is a Class Action

9. Plaintiff filed the Complaint against Defendants as a class action. *See, e.g.*, Complaint at ¶1.

#### B. There is Sufficient Diversity Among the Parties

10. There is sufficient diversity among the parties to qualify for removal under CAFA.

11. Plaintiff is a resident and, upon information and belief, citizen of California. (Complaint at ¶5).

12. Plaintiff has defined her putative class to include only individuals employed by Defendants within California since September 25, 2019, the majority of whom are presumably residents and citizens of California too. (*Id.* at ¶13).

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<sup>3</sup> Defendants have attached a copy of the summons served upon Sharecare CL by Plaintiff as Doc. #1-2. Although Plaintiff claims to have served all Defendants in the State Court Action, only Sharecare CL has been served.

13. Defendants are all Delaware entities, principally headquartered in Atlanta, Georgia.

**C. The Putative Class Exceeds 100 Members**

14. The putative class defined in Plaintiff's Complaint exceeds 100 members.

15. The Complaint defines the putative class as "[a]ll current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment." (Complaint at ¶13).

16. During the 4-year timeframe addressed in Plaintiff's Complaint, Defendants employed more than 100 employees who fall within the definition of Plaintiff's putative class.

**D. The Total Amount in Controversy Exceeds \$5,000,000**

17. The total amount in controversy in the State Court Action, excluding interest and costs, exceeds \$5,000,000.

18. The Complaint broadly accuses all four corporate Defendants of engaging in a pattern and practice of committing eight enumerated violations of California law, throughout a 4-year period, against all of their hourly-paid or non-exempt employees.

19. The Complaint does not plead any causes of action with specificity, e.g., by explaining how frequently the violations occurred, when they occurred, or to whom they occurred, so Defendants presume that Plaintiff is accusing them of systemic violations against all or nearly all the putative class.

20. Plaintiff's generic pleading causes the amount in controversy in the State Court Action to be very high.

21. For example, Plaintiff's second and third causes of action accuse Defendants of engaging in a pattern and practice of denying their employees meal and rest breaks and corresponding premium pay in violation of California law.

22. Even if Defendants' employees only worked 48 weeks per year, over the course of four years, they would have each worked 960 workdays.

23. If Defendants systematically denied their employees meal and rest breaks and corresponding premium pay in violation of California law for 960 workdays, that

1 translates into as many as 1,920 hours of premium pay owed per employee.

2 24. Even at the average minimum wage applicable to Defendants during the 4-year timeframe  
3 addressed in Plaintiff's Complaint, \$14.14 per hour, 1,920 hours of premium pay equates  
4 to \$27,148.80 *per employee*.

5 25. In addition to Plaintiff's six other, generically pleaded causes of action against each of the  
6 four corporate Defendants, she also seeks an award of attorney's fees. There is no  
7 question that Plaintiff and the putative class seek more than \$5,000,000 from Defendants  
8 in the State Court Action.

9 **VI. NOTICE TO PLAINTIFF & STATE COURT**

10 26. Pursuant to 28 U.S.C. §1446(d), Defendants will provide written notice of this Notice of  
11 Removal to Plaintiff and file a copy of it with the Superior Court of the State of  
12 California, County of Yolo.

13  
14 Dated: November 6, 2023

RESPECTFULLY SUBMITTED,

15 BARTON LLP

16  
17 By: /s/ Bernard M. Resser

Bernard M. Resser

18 Attorneys for Defendants SHARECARE  
19 OPERATING COMPANY, INC.,  
20 SHARECARE CL, LLC, SHARECARE HEALTH  
DATA SERVICES, LLC, and CARELINX INC.

DOC #1-1

ELECTRONICALLY FILED  
by Superior Court of CA,  
County of Yolo,  
on 9/25/2023 11:54 AM  
By: M Gallegos, Deputy

DOUGLAS HAN (SBN 232858)  
SHUNT TATAVOS-GHARAJEH (SBN 272164)  
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*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF YOLO**

AMANDA CUNNINGHAM, individually, and  
on behalf of other members of the general  
public similarly situated;

Plaintiff,

v.

SHARECARE CL, LLC, a Delaware limited  
liability company; SHARECARE HEALTH  
DATA SERVICES, LLC, a Delaware limited  
liability company; SHARECARE  
OPERATING COMPANY, INC., a Delaware  
corporation; CARELINX INC., a Delaware  
corporation; and DOES 1 through 100,  
inclusive;

Defendants.

Case No.: CV2023-2034

**CLASS ACTION COMPLAINT FOR  
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Business & Professions Code §§ 17200, *et seq.*

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff AMANDA CUNNINGHAM ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

**JURISDICTION AND VENUE**

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Yolo. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California, County of Yolo. Defendants employed Plaintiff within the State of California, County of Yolo.

**PARTIES**

5. Plaintiff AMANDA CUNNINGHAM is an individual residing in the State of California, County of Yolo.

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1           6. Defendant SHARECARE CL, LLC, at all times herein mentioned, was and is,  
2 upon information and belief, a Delaware limited liability company, and at all times herein  
3 mentioned, was and is, an employer whose employees are engaged throughout the State of  
4 California, including the County of Yolo. Defendant SHARECARE HEALTH DATA  
5 SERVICES, LLC, at all times herein mentioned, was and is, upon information and belief, a  
6 Delaware limited liability company, and at all times herein mentioned, was and is, an employer  
7 whose employees are engaged throughout the State of California, including the County of  
8 Yolo. Defendant SHARECARE OPERATING COMPANY, INC., at all times herein  
9 mentioned, was and is, upon information and belief, a Delaware corporation, and at all times  
10 herein mentioned, was and is, an employer whose employees are engaged throughout the State  
11 of California, including the County of Yolo. Defendant CARELINX INC., at all times herein  
12 mentioned, was and is, upon information and belief, a Delaware corporation, and at all times  
13 herein mentioned, was and is, an employer whose employees are engaged throughout the State  
14 of California, including the County of Yolo.

15           7. At all relevant times, Defendants SHARECARE CL, LLC, SHARECARE  
16 HEALTH DATA SERVICES, LLC, SHARECARE OPERATING COMPANY, INC., and  
17 CARELINX INC. were each an “employer” of Plaintiff within the meaning of all applicable  
18 California laws and statutes.

19           8. At all times herein relevant, Defendants SHARECARE CL, LLC, SHARECARE  
20 HEALTH DATA SERVICES, LLC, SHARECARE OPERATING COMPANY, INC.,  
21 CARELINX INC., and DOES 1 through 100, and each of them, were the agents, partners, joint  
22 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-  
23 conspirators and assigns, each of the other, and at all times relevant hereto were acting within  
24 the course and scope of their authority as such agents, partners, joint venturers, joint  
25 employers, representatives, servants, employees, successors-in-interest, co-conspirators and  
26 assigns, and all acts or omissions alleged herein were duly committed with the ratification,  
27 knowledge, permission, encouragement, authorization, and consent of each defendant  
28 designated herein.

1           9.     The true names and capacities, whether corporate, associate, individual or  
2 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues  
3 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that  
4 information and belief alleges, that each of the Defendants designated as a DOE is legally  
5 responsible for the events and happenings referred to in this Complaint, and unlawfully caused  
6 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.  
7 Plaintiff will seek leave of court to amend this Complaint to show the true names and  
8 capacities when the same have been ascertained.

9           10.    Defendants SHARECARE CL, LLC, SHARECARE HEALTH DATA  
10 SERVICES, LLC, SHARECARE OPERATING COMPANY, INC., CARELINX INC., and  
11 DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

12           11.    Plaintiff further alleges that Defendants directly or indirectly controlled or  
13 affected the working conditions, wages, working hours, and conditions of employment of  
14 Plaintiff and the other class members so as to make each of said Defendants and employers  
15 liable under the statutory provisions set forth herein.

16                                   **CLASS ACTION ALLEGATIONS**

17           12.    Plaintiff brings this action individually and on behalf of all other members of the  
18 general public similarly situated, and, thus, seeks class certification under Code of Civil  
19 Procedure section 382.

20           13.    The proposed class is defined as follows:

21                   All current and former hourly-paid or non-exempt employees of Defendants  
22                   within the State of California at any time during the period from four years  
23                   preceding the filing of this Complaint to final judgment.

24           14.    Plaintiff reserves the right to establish subclasses as appropriate.

25           15.    The class is ascertainable and there is a well-defined community of interest in  
26 the litigation:

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- 1           a.     Numerosity: The class members are so numerous that joinder of all class  
2           members is impracticable. The membership of the entire class is  
3           unknown to Plaintiff at this time; however, the class is estimated to be  
4           greater than fifty (50) individuals and the identity of such membership is  
5           readily ascertainable by inspection of Defendants' employment records.
- 6           b.     Typicality: Plaintiff's claims are typical of all other class members'  
7           claims as demonstrated herein. Plaintiff will fairly and adequately  
8           protect the interests of the other class members with whom she has a  
9           well-defined community of interest.
- 10          c.     Adequacy: Plaintiff will fairly and adequately protect the interests of  
11          each class member, with whom she has a well-defined community of  
12          interest and typicality of claims, as demonstrated herein. Plaintiff has no  
13          interest that is antagonistic to the other class members. Plaintiff's  
14          attorneys, the proposed class counsel, are versed in the rules governing  
15          class action discovery, certification, and settlement. Plaintiff has  
16          incurred, and during the pendency of this action will continue to incur,  
17          costs and attorneys' fees, that have been, are, and will be necessarily  
18          expended for the prosecution of this action for the substantial benefit of  
19          each class member.
- 20          d.     Superiority: A class action is superior to other available methods for the  
21          fair and efficient adjudication of this litigation because individual joinder  
22          of all class members is impractical.

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e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants failed to pay their hourly-paid or non-exempt employees within the State of California for all hours worked;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants properly calculated the regular rate for Plaintiff and the other class members who worked overtime and earned incentive pay;
- e. Whether Defendants deprived Plaintiff and the other class members of legally mandated meal and/or rest periods and failed to compensate them the related premium wages pursuant to California Labor Code section 226.7(c);
- f. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;

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- 1 g. Whether Defendants failed to pay all wages due to Plaintiff and the other  
2 class members within the required time upon their discharge or  
3 resignation;  
4 h. Whether Defendants complied with wage reporting as required by the  
5 California Labor Code, including, inter alia, section 226;  
6 i. Whether Defendants failed to reimburse Plaintiff and the other class  
7 members for necessary business-related expenses and costs;  
8 j. Whether Defendants' conduct was willful or reckless;  
9 k. Whether Defendants engaged in unfair business practices in violation of  
10 California Business & Professions Code sections 17200, *et seq.*;  
11 l. The appropriate amount of damages, restitution, and/or monetary  
12 penalties resulting from Defendants' violation of California law; and  
13 m. Whether Plaintiff and the other class members are entitled to  
14 compensatory damages pursuant to the California Labor Code.

15 **GENERAL ALLEGATIONS**

16 17. During the relevant time period set forth herein, Defendants employed Plaintiff  
17 and other persons as hourly-paid or non-exempt employees within the State of California.

18 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid non-  
19 exempt employee during the relevant time period in the State of California, County of Yolo.

20 19. Defendants had the authority to hire and terminate Plaintiff and other class  
21 members; to set work rules and conditions governing Plaintiff's and other class members'  
22 employment; and to supervise their daily employment activities.

23 20. Defendants exercised sufficient authority over the terms and conditions of  
24 Plaintiff's and other class members' employment for them to be joint employers of Plaintiff  
25 and the other class members.

26 21. Defendants directly hired and paid wages and benefits to Plaintiff and other  
27 class members.

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1           22. Defendants continue to employ hourly-paid or non-exempt employees within the  
2 State of California.

3           23. Plaintiff and other class members worked over eight (8) hours in a day, and/or  
4 forty (40) hours in a week during their employment with Defendants.

5           24. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
6 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt  
7 employees within the State of California. This scheme involved, inter alia, failing to pay them  
8 for all hours worked, and failing to provide legally mandated meal and rest breaks or pay  
9 related premium wages in lieu thereof, in violation of California law.

10           25. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
11 knew or should have known that Plaintiff and other class members were entitled to receive  
12 certain wages for overtime compensation and that Plaintiff and other class members were not  
13 receiving wages for overtime compensation.

14           26. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
15 failed to provide Plaintiff and other class members the required rest and meal periods during  
16 the relevant time period as required under the Industrial Welfare Commission ("IWC") Wage  
17 Orders and thus they are entitled to any and all applicable penalties.

18           27. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
19 knew or should have known that Plaintiff and other class members were entitled to receive all  
20 timely and complete meal periods or payment of one additional hour of pay at Plaintiff's and  
21 the other class members' regular rate of pay when a meal period was missed, late or  
22 interrupted, and that Plaintiff and other class members did not receive all timely and proper  
23 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal  
24 period was missed.

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1           28. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that Plaintiff and other class members were entitled to receive all  
3 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff's  
4 and the other class members' regular rate of pay when a rest period was missed, late or  
5 interrupted, and that Plaintiff and other class members did not receive all rest periods or  
6 payment of one additional hour of pay at their regular rate of pay when a rest period was  
7 missed.

8           29. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
9 knew or should have known that Plaintiff and other class members were entitled to receive at  
10 least minimum wages for compensation and that Plaintiff and other class members were not  
11 receiving at least minimum wages for all hours worked.

12           30. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
13 knew or should have known that Plaintiff and other class members were entitled to receive the  
14 wages owed to them upon discharge or resignation, including overtime and minimum wages  
15 and meal and rest period premiums, and that Plaintiff and other class members did not, in fact,  
16 receive such wages owed to them at the time of their discharge or resignation.

17           31. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
18 knew or should have known that Plaintiff and other class members were entitled to receive  
19 complete and accurate wage statements in accordance with California law, but, in fact, Plaintiff  
20 and other class members did not receive complete and accurate wage statements from  
21 Defendants. The deficiencies included, inter alia, the failure to include the total number of  
22 hours worked by Plaintiff and other class members.

23           32. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
24 knew or should have known that Plaintiff and the other class members were entitled to  
25 reimbursement for necessary business-related expenses.

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1           33. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that they had a duty to compensate Plaintiff and other class  
3 members pursuant to California law, and that Defendants had the financial ability to pay such  
4 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
5 represented to Plaintiff and other class members that they were properly denied wages, all in  
6 order to increase Defendants' profits.

7           34. As a pattern and practice, during the relevant time period set forth herein,  
8 Defendants failed to pay overtime wages to Plaintiff and other class members for all hours  
9 worked. Plaintiff and other class members were required to work more than eight (8) hours per  
10 day and/or forty (40) hours per week without overtime compensation.

11           35. As a pattern and practice, during the relevant time period set forth herein,  
12 Defendants failed to provide the requisite uninterrupted and timely meal and rest periods to  
13 Plaintiff and other class members.

14           36. As a pattern and practice, during the relevant time period set forth herein,  
15 Defendants failed to pay Plaintiff and other class members at least minimum wages for all  
16 hours worked.

17           37. As a pattern and practice, during the relevant time period set forth herein,  
18 Defendants failed to pay Plaintiff and other class members the wages owed to them upon  
19 discharge or resignation.

20           38. As a pattern and practice, during the relevant time period set forth herein,  
21 Defendants failed to provide complete or accurate wage statements to Plaintiff and other class  
22 members.

23           39. As a pattern and practice, during the relevant time period set forth herein,  
24 Defendants failed to reimburse Plaintiff and the other class members for necessary business-  
25 related expenses.

26           40. As a pattern and practice, during the relevant time period set forth herein,  
27 Defendants failed to properly compensate Plaintiff and other class members pursuant to  
28 California law in order to increase Defendants' profits.

1 41. California Labor Code section 218 states that nothing in Article 1 of the Labor  
2 Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty  
3 due to him [or her] under this article.”

4 **FIRST CAUSE OF ACTION**

5 **(Violation of California Labor Code §§ 510 and 1198)**

6 **(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,**  
7 **SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through**  
8 **100)**

9 42. Plaintiff incorporates by reference the allegations contained in Paragraphs 1  
10 through 41, and each and every part thereof with the same force and effect as though fully set  
11 forth herein.

12 43. California Labor Code section 1198 and the applicable IWC Wage Order  
13 provide that it is unlawful to employ persons without compensating them at a rate of pay either  
14 time-and-one-half or two-times that person’s regular rate of pay, depending on the number of  
15 hours worked by the person on a daily or weekly basis.

16 44. Specifically, the applicable IWC Wage Order provides that Defendants are and  
17 were required to pay Plaintiff and other class members employed by Defendants, who  
18 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at  
19 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more  
20 than forty (40) hours in a workweek.

21 45. The applicable IWC Wage Order further provides that Defendants are and were  
22 required to pay Plaintiff and other class members overtime compensation at a rate of two times  
23 their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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26 ///

1           46. California Labor Code section 510 codifies the right to overtime compensation  
2 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours  
3 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day  
4 of work, and overtime compensation at twice the regular hourly rate for hours worked in  
5 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day  
6 of work.

7           47. During the relevant time period set forth herein, Plaintiff and other class  
8 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a  
9 week.

10           48. As a pattern and practice, during the relevant time period set forth herein,  
11 Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and other  
12 class members (but not all).

13           49. Defendants' pattern and practice of failing to pay Plaintiff and other class  
14 members the unpaid balance of overtime compensation, as required by California laws, violate  
15 the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

16           50. Pursuant to California Labor Code section 1194, Plaintiff and other class  
17 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and  
18 attorneys' fees.

19                           **SECOND CAUSE OF ACTION**

20                           **(Violation of California Labor Code §§ 226.7 and 512(a))**

21                   **(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,**  
22 **SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through**  
23 **100)**

24           51. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
25 through 50, and each and every part thereof with the same force and effect as though fully set  
26 forth herein.

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1           52. During the relevant time period set forth herein, the IWC Wage Order and  
2 California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and other class  
3 members' employment by Defendants.

4           53. During the relevant time period set forth herein, California Labor Code section  
5 226.7 provides that no employer shall require an employee to work during any meal or rest  
6 period mandated by an applicable order of the California IWC.

7           54. During the relevant time period set forth herein, the applicable IWC Wage  
8 Order and California Labor Code section 512(a) provide that an employer may not require,  
9 cause or permit an employee to work for a work period of more than five (5) hours per day  
10 without providing the employee with a meal period of not less than thirty (30) minutes, except  
11 that if the total work period per day of the employee is no more than six (6) hours, the meal  
12 period may be waived by mutual consent of both the employer and employee.

13           55. During the relevant time period set forth herein, the applicable IWC Wage  
14 Order and California Labor Code section 512(a) further provide that an employer may not  
15 require, cause, or permit an employee to work for a work period of more than ten (10) hours  
16 per day without providing the employee with a second uninterrupted meal period of not less  
17 than thirty (30) minutes, except that if the total hours worked is no more than twelve (12)  
18 hours, the second meal period may be waived by mutual consent of the employer and the  
19 employee only if the first meal period was not waived.

20           56. As a pattern and practice, during the relevant time period set forth herein,  
21 Plaintiff and other class members (but not all) who were scheduled to work for a period of time  
22 no longer than six (6) hours, and who did not waive their legally-mandated meal periods by  
23 mutual consent, were required to work for periods longer than five (5) hours without an  
24 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

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1           57. As a pattern and practice, during the relevant time period set forth herein,  
2 Plaintiff and other class members (but not all) who were scheduled to work for a period of time  
3 no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods  
4 by mutual consent, were required to work for periods longer than ten (10) hours without an  
5 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

6           58. As a pattern and practice, during the relevant time period set forth herein,  
7 Plaintiff and other class members (but not all) who were scheduled to work for a period of time  
8 in excess of six (6) hours were required to work for periods longer than five (5) hours without  
9 an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

10           59. As a pattern and practice, during the relevant time period set forth herein,  
11 Plaintiff and other class members (but not all) who were scheduled to work for a period of time  
12 in excess of twelve (12) hours were required to work for periods longer than ten (10) hours  
13 without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest  
14 period.

15           60. As a pattern and practice, during the relevant time period set forth herein,  
16 Defendants intentionally and willfully required Plaintiff and other class members (but not all)  
17 to work during meal periods and failed to compensate Plaintiff and the other class members  
18 (but not all) the full meal period premium for work performed during meal periods.

19           61. As a pattern and practice, during the relevant time period set forth herein,  
20 Defendants failed to pay Plaintiff and other class members (but not all) the full meal period  
21 premium due pursuant to California Labor Code section 226.7.

22           62. Defendants' conduct violates the applicable IWC Wage Order and California  
23 Labor Code sections 226.7 and 512(a).

24           63. Pursuant to the applicable IWC Wage Order and California Labor Code section  
25 226.7(c), Plaintiff and other class members are entitled to recover from Defendants one  
26 additional hour of pay at the employee's regular rate of compensation for each workday that  
27 the meal period was not provided.

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**THIRD CAUSE OF ACTION**

**(Violation of California Labor Code § 226.7)**

**(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,  
SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through  
100)**

64. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 63, and each and every part thereof with the same force and effect as though fully set forth herein.

65. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and other class members' employment by Defendants.

66. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

67. During the relevant time period set forth herein, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

68. As a pattern and practice, during the relevant time period set forth herein, Defendants required Plaintiff and other class members (but not all) to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

69. As a pattern and practice, during the relevant time period set forth herein, Defendants willfully required Plaintiff and other class members (but not all) to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

1           70. As a pattern and practice, during the relevant time period set forth herein,  
2 Defendants failed to pay Plaintiff and the other class members (but not all) the full rest period  
3 premium due pursuant to California Labor Code section 226.7.

4           71. Defendants' conduct violates applicable IWC Wage Orders and California  
5 Labor Code section 226.7.

6           72. Pursuant to the applicable IWC Wage Orders and California Labor Code section  
7 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one  
8 additional hour of pay at the employee's regular hourly rate of compensation for each workday  
9 that the rest period was not provided.

10                                   **FOURTH CAUSE OF ACTION**

11                                   **(Violation of California Labor Code §§ 1194 and 1197)**

12                   **(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,**  
13 **SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through**  
14 **100)**

15           73. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
16 through 72, and each and every part thereof with the same force and effect as though fully set  
17 forth herein.

18           74. During the relevant time period set forth herein, California Labor Code sections  
19 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a  
20 lesser wage than the minimum so fixed, is unlawful.

21           75. As a pattern and practice, during the relevant time period set forth herein,  
22 Defendants failed to pay minimum wages to Plaintiff and other class members (but not all) as  
23 required, pursuant to California Labor Code sections 1194 and 1197.

24           76. Defendants' failure to pay Plaintiff and other class members the minimum wage  
25 as required violates California Labor Code sections 1194 and 1197. Pursuant to those sections,  
26 Plaintiff and other class members are entitled to recover the unpaid balance of their minimum  
27 wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an  
28 amount equal to the wages unlawfully unpaid and interest thereon.

77. Pursuant to California Labor Code section 1194.2, Plaintiff and other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

### FIFTH CAUSE OF ACTION

**(Violation of California Labor Code §§ 201 and 202)**

(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,  
SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through  
100)

78. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 77, and each and every part thereof with the same force and effect as though fully set forth herein.

79. During the relevant time period set forth herein, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits their employment, their wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

80. As a pattern and practice, during the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiff and other class members (but not all) who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

81. Defendants' pattern and practice of failing to pay Plaintiff and other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, are in violation of California Labor Code sections 201 and 202.

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1 82. California Labor Code section 203 provides that if an employer willfully fails to  
2 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee  
3 shall continue as a penalty from the due date thereof at the same rate until paid or until an  
4 action is commenced; but the wages shall not continue for more than thirty (30) days.

5 83. Plaintiff and other class members are entitled to recover from Defendants the  
6 statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as  
7 provided by Labor Code section 203.

8 **SIXTH CAUSE OF ACTION**

9 **(Violation of California Labor Code § 226(a))**

10 **(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,**  
11 **SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through**  
12 **100)**

13 84. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
14 through 83, and each and every part thereof with the same force and effect as though fully set  
15 forth herein.

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1           85. During the relevant time period set forth herein, California Labor Code section  
2 226(a) provides that every employer shall furnish each of their employees an accurate itemized  
3 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,  
4 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid  
5 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of  
6 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the  
7 inclusive dates of the period for which the employee is paid, (7) the name of the employee and  
8 only the last four digits of their social security number or an employee identification number  
9 other than a social security number, (8) the name and address of the legal entity that is the  
10 employer, and (9) all applicable hourly rates in effect during the pay period and the  
11 corresponding number of hours worked at each hourly rate by the employee. The deductions  
12 made from payments of wages shall be recorded in ink or other indelible form, properly dated,  
13 showing the month, day, and year, and a copy of the statement and the record of the deductions  
14 shall be kept on file by the employer for at least three years at the place of employment or at a  
15 central location within the State of California.

16           86. As a pattern and practice, Defendants have intentionally and willfully failed to  
17 provide Plaintiff and other class members (but not all) with complete and accurate wage  
18 statements. The deficiencies include but are not limited to: the failure to include the total  
19 number of hours worked by Plaintiff and other class members.

20           87. As a result of Defendants' violation of California Labor Code section 226(a),  
21 Plaintiff and other class members have suffered injury and damage to their statutorily protected  
22 rights.

23           88. More specifically, Plaintiff and other class members have been injured by  
24 Defendants' intentional and willful violation of California Labor Code section 226(a) because  
25 they were denied both their legal right to receive, and their protected interest in receiving,  
26 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

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1 89. Plaintiff and other class members are entitled to recover from Defendants the  
2 greater of their actual damages caused by Defendants' failure to comply with California Labor  
3 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per  
4 employee.

5 90. Plaintiff and other class members are also entitled to injunctive relief to ensure  
6 compliance with this section, pursuant to California Labor Code section 226(h).

7 **SEVENTH CAUSE OF ACTION**

8 **(Violation of California Labor Code §§ 2800 and 2802)**

9 **(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,**  
10 **SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through**  
11 **100)**

12 91. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
13 through 90, and each and every part thereof with the same force and effect as though fully set  
14 forth herein.

15 92. Pursuant to California Labor Code sections 2800 and 2802, an employer must  
16 reimburse its employee for all necessary expenditures incurred by the employee in direct  
17 consequence of the discharge of their job duties or in direct consequence of their obedience to  
18 the directions of the employer.

19 93. Defendants have intentionally and willfully failed to reimburse Plaintiff and other  
20 class members (but not all) for all necessary business-related expenses and costs. Plaintiff and  
21 other class members are entitled to recover from Defendants their business-related expenses and  
22 costs incurred during the course and scope of their employment, plus interest accrued from the  
23 date on which the employee incurred the necessary expenditures at the same rate as judgments in  
24 civil actions in the State of California.

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**EIGHTH CAUSE OF ACTION**

**(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

**(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,  
SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through  
100)**

94. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

96. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq.*

97. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' pattern and practice of requiring Plaintiff and other class members to work overtime hours without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' pattern and practice of requiring Plaintiff and other class members to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' pattern and practice of failing to timely pay wages to Plaintiff and other class members violate California Labor Code sections 201 and 202. Defendants also violated California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

98. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

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1           99. Plaintiff and other class members (but not all) have been personally injured by  
2 Defendants' unlawful business acts and practices as alleged herein, including but not  
3 necessarily limited to the loss of money and/or property.

4           100. Pursuant to California Business & Professions Code sections 17200, *et seq.*,  
5 Plaintiff and other class members are entitled to restitution of the wages withheld and retained  
6 by Defendants during a period that commences four years prior to the filing of this Complaint;  
7 an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and  
8 other applicable laws; and an award of costs.

9                                   **DEMAND FOR JURY TRIAL**

10          Plaintiff, individually, and on behalf of other members of the general public similarly  
11 situated, requests a trial by jury.

12                                   **PRAYER FOR RELIEF**

13          WHEREFORE, Plaintiff, individually and on behalf of all other members of the general  
14 public similarly situated, prays for relief and judgment against Defendants, jointly and  
15 severally, as follows:

16                                   **Class Certification**

- 17           1. That this action be certified as a class action;
- 18           2. That Plaintiff be appointed as representative of the Class;
- 19           3. That counsel for Plaintiff be appointed as Class Counsel; and
- 20           4. That Defendants provide to Class Counsel immediately the names and most  
21 current contact information (address, e-mail and telephone numbers) of all class members.

22                                   **As to the First Cause of Action**

- 23           5. That the Court declare, adjudge and decree that Defendants violated California  
24 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay  
25 all overtime wages due to Plaintiff and other class members (but not all);

- 26           6. For general unpaid wages at overtime wage rates and such general and special  
27 damages as may be appropriate;

28          ///

1           7.     For pre-judgment interest on any unpaid overtime compensation commencing  
2 from the date such amounts were due;

3           8.     For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
4 California Labor Code section 1194; and

5           9.     For such other and further relief as the court may deem just and proper.

6                           **As to the Second Cause of Action**

7           10.    That the Court declare, adjudge and decree that Defendants violated California  
8 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to  
9 provide all meal periods (including second meal periods) to Plaintiff and other class members  
10 (but not all);

11          11.    That the Court make an award to Plaintiff and the other class members of one  
12 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal  
13 period was not provided;

14          12.    For all actual, consequential, and incidental losses and damages, according to  
15 proof;

16          13.    For premium wages pursuant to California Labor Code section 226.7(c);

17          14.    For pre-judgment interest on any unpaid wages from the date such amounts  
18 were due;

19          15.    For reasonable attorneys' fees and costs of suit incurred herein; and

20          16.    For such other and further relief as the court may deem just and proper.

21                           **As to the Third Cause of Action**

22          17.    That the Court declare, adjudge and decree that Defendants violated California  
23 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all  
24 rest periods to Plaintiff and other class members (but not all);

25          18.    That the Court make an award to Plaintiff and the other class members of one  
26 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest  
27 period was not provided;

28        ///

1 19. For all actual, consequential, and incidental losses and damages, according to  
2 proof;

3 20. For premium wages pursuant to California Labor Code section 226.7(c);

4 21. For pre-judgment interest on any unpaid wages from the date such amounts  
5 were due; and

6 22. For such other and further relief as the court may deem just and proper.

7 **As to the Fourth Cause of Action**

8 23. That the Court declare, adjudge and decree that Defendants violated California  
9 Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and  
10 other class members (but not all);

11 24. For general unpaid wages and such general and special damages as may be  
12 appropriate;

13 25. For pre-judgment interest on any unpaid compensation from the date such  
14 amounts were due;

15 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
16 California Labor Code section 1194(a);

17 27. For liquidated damages pursuant to California Labor Code section 1194.2; and

18 28. For such other and further relief as the court may deem just and proper.

19 **As to the Fifth Cause of Action**

20 29. That the Court declare, adjudge and decree that Defendants violated California  
21 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the  
22 time of termination of the employment of Plaintiff and other class members (but not all) no  
23 longer employed by Defendants;

24 30. For all actual, consequential, and incidental losses and damages, according to  
25 proof;

26 31. For statutory wage penalties pursuant to California Labor Code section 203 for  
27 the other class members who have left Defendants' employ;

28 ///

1 32. For pre-judgment interest on any unpaid compensation from the date such  
2 amounts were due; and

3 33. For such other and further relief as the court may deem just and proper.

4 **As to the Sixth Cause of Action**

5 34. That the Court declare, adjudge and decree that Defendants violated the record  
6 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders  
7 as to Plaintiff and other class members (but not all), and willfully failed to provide accurate  
8 itemized wage statements thereto;

9 35. For actual, consequential and incidental losses and damages, according to proof;

10 36. For statutory penalties pursuant to California Labor Code section 226(e);

11 37. For injunctive relief to ensure compliance with this section, pursuant to  
12 California Labor Code section 226(h); and

13 38. For such other and further relief as the court may deem just and proper.

14 ///

15 **As to the Seventh Cause of Action**

16 39. That the Court declare, adjudge and decree that Defendants violated California  
17 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and other class  
18 members (but not all) for all necessary business-related expenses as required by California  
19 Labor Code sections 2800 and 2802;

20 40. For actual, consequential and incidental losses and damages, according to proof;

21 41. For the imposition of civil penalties and/or statutory penalties;

22 42. For punitive damages and/or exemplary damages according to proof at trial;

23 43. For reasonable attorneys' fees and costs of suit incurred herein; and

24 44. For such other and further relief as the court may deem just and proper.

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As to the Eighth Cause of Action

45. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and other class members' wages timely as required by California Labor Code sections 201 and 202.

46. For restitution of unpaid wages to Plaintiff and other class members and all pre-judgment interest from the day such amounts were due and payable;

47. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

49. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

50. For such other and further relief as the court may deem just and proper.

Dated: September 25, 2023

JUSTICE LAW CORPORATION

By: 

Douglas Han  
Shunt Tatavos-Gharajeh  
Lawrence W. Beall  
*Attorneys for Plaintiff*

DOC #1-2

**SUMMONS**  
**(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED  
by Superior Court of CA,  
County of Yolo,  
9/28/2023  
By: M Gallegos, Deputy

**NOTICE TO DEFENDANT:**

**(AVISO AL DEMANDADO):**

SHARECARE CL, LLC, a Delaware limited liability company; SHARECARE HEALTH DATA SERVICES, LLC, a Delaware limited liability company; SHARECARE OPERATING COMPANY, INC., a Delaware corporation; CARELINX INC., a Delaware corporation; and DOES 1 through 100, inclusive;

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

AMANDA CUNNINGHAM, individually, and on behalf of other members of the general public similarly situated;

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Yolo County Superior Court  
Main Courthouse  
1000 Main Street  
Woodland, California 95695

CASE NUMBER CV2023-2034  
(Número del Caso)

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Douglas Han, JUSTICE LAW CORP., 751 N. Fair Oaks Ave., Ste. 101, Pasadena, CA 91103; 818-230-7502

DATE: 9/28/2023  
(Fecha)

SHAWN C. LANDRY Clerk, by  
(Secretario)

/s/ M Gallegos

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): SHARECARE CL, LLC, a Delaware limited liability company  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☒ other (specify): Corp. Code: 17701.16, Limited Liability Company
4. ☐ by personal delivery on (date):

DOC #1-3

# SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED  
by Superior Court of CA,  
County of Yolo,  
9/28/2023  
By: M Gallegos, Deputy

## NOTICE TO DEFENDANT:

### (AVISO AL DEMANDADO):

SHARECARE CL, LLC, a Delaware limited liability company; SHARECARE HEALTH DATA SERVICES, LLC, a Delaware limited liability company; SHARECARE OPERATING COMPANY, INC., a Delaware corporation; CARELINX INC., a Delaware corporation; and DOES 1 through 100, inclusive;

## YOU ARE BEING SUED BY PLAINTIFF:

### (LO ESTÁ DEMANDANDO EL DEMANDANTE):

AMANDA CUNNINGHAM, individually, and on behalf of other members of the general public similarly situated;

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Yolo County Superior Court  
Main Courthouse  
1000 Main Street  
Woodland, California 95695

CASE NUMBER CV2023-2034  
(Número del Caso)

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Douglas Han, JUSTICE LAW CORP., 751 N. Fair Oaks Ave., Ste. 101, Pasadena, CA 91103; 818-230-7502

DATE: 9/28/2023  
(Fecha)

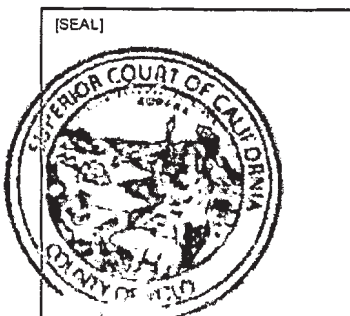
SHAWN C. LANDRY Clerk, by  
(Secretario)

/s/ M Gallegos

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



## NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): SHARECARE CL, LLC, a Delaware limited liability company  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☒ other (specify): Corp. Code: 17701.16, Limited Liability Company
4. ☐ by personal delivery on (date):

<b>SUPERIOR COURT OF CALIFORNIA</b> <b>COUNTY OF YOLO</b> 1000 MAIN STREET WOODLAND, CA. 95695 530-406-6704	<i>For Court Use</i>  ELECTRONICALLY FILED by Superior Court of CA, County of Yolo, on 9/25/2023 11:54 AM By: M Gallegos, Deputy
Amanda Cunningham  <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">vs.</p> Sharecare CL, LLC, et al  <p style="text-align: right;">Defendant</p>	
<b>NOTICE OF CASE MANAGEMENT CONFERENCE</b>	

**NOTICE TO ALL APPEARING PARTIES AND THEIR ATTORNEYS:**

Notice is hereby given that the above-entitled action has been set for a Case Management Conference on 1/29/24 at 9:00AM in Department TBD.

The plaintiff shall serve the Notice of Case Management Conference on each defendant with the complaint.

You must file a Case Management Statement 15 days prior to the above date.

Date: 9/25/23

SHAWN C. LANDRY, COURT EXECUTIVE OFFICER  
 /s/ M Gallegos

\_\_\_\_\_  
 M Gallegos, Deputy Clerk

YOCV0142

8/6/2020

DOUGLAS HAN (SBN 232858)  
SHUNT TATAVOS-GHARAJEH (SBN 272164)  
LAWRENCE W. BEALL (SBN 343117)  
**JUSTICE LAW CORPORATION**  
751 N. Fair Oaks Avenue, Suite 101  
Pasadena, California 91103  
Telephone: (818) 230-7502  
Facsimile: (818) 230-7259

*Attorneys for Plaintiff*

ELECTRONICALLY FILED  
by Superior Court of CA,  
County of Yolo,  
on 9/25/2023 11:54 AM  
By: M Gallegos, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF YOLO**

AMANDA CUNNINGHAM, individually, and  
on behalf of other members of the general  
public similarly situated;

Plaintiff,

v.

SHARECARE CL, LLC, a Delaware limited  
liability company; SHARECARE HEALTH  
DATA SERVICES, LLC, a Delaware limited  
liability company; SHARECARE  
OPERATING COMPANY, INC., a Delaware  
corporation; CARELINX INC., a Delaware  
corporation; and DOES 1 through 100,  
inclusive;

Defendants.

Case No.: CV2023-2034

**CLASS ACTION COMPLAINT FOR  
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Business & Professions Code §§ 17200, *et seq.*

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff AMANDA CUNNINGHAM ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

**JURISDICTION AND VENUE**

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Yolo. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California, County of Yolo. Defendants employed Plaintiff within the State of California, County of Yolo.

**PARTIES**

5. Plaintiff AMANDA CUNNINGHAM is an individual residing in the State of California, County of Yolo.

///

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1           6. Defendant SHARECARE CL, LLC, at all times herein mentioned, was and is,  
2 upon information and belief, a Delaware limited liability company, and at all times herein  
3 mentioned, was and is, an employer whose employees are engaged throughout the State of  
4 California, including the County of Yolo. Defendant SHARECARE HEALTH DATA  
5 SERVICES, LLC, at all times herein mentioned, was and is, upon information and belief, a  
6 Delaware limited liability company, and at all times herein mentioned, was and is, an employer  
7 whose employees are engaged throughout the State of California, including the County of  
8 Yolo. Defendant SHARECARE OPERATING COMPANY, INC., at all times herein  
9 mentioned, was and is, upon information and belief, a Delaware corporation, and at all times  
10 herein mentioned, was and is, an employer whose employees are engaged throughout the State  
11 of California, including the County of Yolo. Defendant CARELINX INC., at all times herein  
12 mentioned, was and is, upon information and belief, a Delaware corporation, and at all times  
13 herein mentioned, was and is, an employer whose employees are engaged throughout the State  
14 of California, including the County of Yolo.

15           7. At all relevant times, Defendants SHARECARE CL, LLC, SHARECARE  
16 HEALTH DATA SERVICES, LLC, SHARECARE OPERATING COMPANY, INC., and  
17 CARELINX INC. were each an “employer” of Plaintiff within the meaning of all applicable  
18 California laws and statutes.

19           8. At all times herein relevant, Defendants SHARECARE CL, LLC, SHARECARE  
20 HEALTH DATA SERVICES, LLC, SHARECARE OPERATING COMPANY, INC.,  
21 CARELINX INC., and DOES 1 through 100, and each of them, were the agents, partners, joint  
22 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-  
23 conspirators and assigns, each of the other, and at all times relevant hereto were acting within  
24 the course and scope of their authority as such agents, partners, joint venturers, joint  
25 employers, representatives, servants, employees, successors-in-interest, co-conspirators and  
26 assigns, and all acts or omissions alleged herein were duly committed with the ratification,  
27 knowledge, permission, encouragement, authorization, and consent of each defendant  
28 designated herein.

1           9.     The true names and capacities, whether corporate, associate, individual or  
2 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues  
3 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that  
4 information and belief alleges, that each of the Defendants designated as a DOE is legally  
5 responsible for the events and happenings referred to in this Complaint, and unlawfully caused  
6 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.  
7 Plaintiff will seek leave of court to amend this Complaint to show the true names and  
8 capacities when the same have been ascertained.

9           10.    Defendants SHARECARE CL, LLC, SHARECARE HEALTH DATA  
10 SERVICES, LLC, SHARECARE OPERATING COMPANY, INC., CARELINX INC., and  
11 DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

12           11.    Plaintiff further alleges that Defendants directly or indirectly controlled or  
13 affected the working conditions, wages, working hours, and conditions of employment of  
14 Plaintiff and the other class members so as to make each of said Defendants and employers  
15 liable under the statutory provisions set forth herein.

16                                   **CLASS ACTION ALLEGATIONS**

17           12.    Plaintiff brings this action individually and on behalf of all other members of the  
18 general public similarly situated, and, thus, seeks class certification under Code of Civil  
19 Procedure section 382.

20           13.    The proposed class is defined as follows:

21                   All current and former hourly-paid or non-exempt employees of Defendants  
22                   within the State of California at any time during the period from four years  
23                   preceding the filing of this Complaint to final judgment.

24           14.    Plaintiff reserves the right to establish subclasses as appropriate.

25           15.    The class is ascertainable and there is a well-defined community of interest in  
26 the litigation:

27           ///

28           ///

- 1           a.     Numerosity: The class members are so numerous that joinder of all class  
2           members is impracticable. The membership of the entire class is  
3           unknown to Plaintiff at this time; however, the class is estimated to be  
4           greater than fifty (50) individuals and the identity of such membership is  
5           readily ascertainable by inspection of Defendants' employment records.
- 6           b.     Typicality: Plaintiff's claims are typical of all other class members'  
7           claims as demonstrated herein. Plaintiff will fairly and adequately  
8           protect the interests of the other class members with whom she has a  
9           well-defined community of interest.
- 10          c.     Adequacy: Plaintiff will fairly and adequately protect the interests of  
11          each class member, with whom she has a well-defined community of  
12          interest and typicality of claims, as demonstrated herein. Plaintiff has no  
13          interest that is antagonistic to the other class members. Plaintiff's  
14          attorneys, the proposed class counsel, are versed in the rules governing  
15          class action discovery, certification, and settlement. Plaintiff has  
16          incurred, and during the pendency of this action will continue to incur,  
17          costs and attorneys' fees, that have been, are, and will be necessarily  
18          expended for the prosecution of this action for the substantial benefit of  
19          each class member.
- 20          d.     Superiority: A class action is superior to other available methods for the  
21          fair and efficient adjudication of this litigation because individual joinder  
22          of all class members is impractical.

23     ///

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1 e. Public Policy Considerations: Certification of this lawsuit as a class  
2 action will advance public policy objectives. Employers of this great  
3 state violate employment and labor laws every day. Current employees  
4 are often afraid to assert their rights out of fear of direct or indirect  
5 retaliation. However, class actions provide the class members who are  
6 not named in the complaint anonymity that allows for the vindication of  
7 their rights.

8 16. There are common questions of law and fact as to the class members that  
9 predominate over questions affecting only individual members. The following common  
10 questions of law or fact, among others, exist as to the members of the class:

- 11 a. Whether Defendants' failure to pay wages, without abatement or  
12 reduction, in accordance with the California Labor Code, was willful;
- 13 b. Whether Defendants failed to pay their hourly-paid or non-exempt  
14 employees within the State of California for all hours worked;
- 15 c. Whether Defendants required Plaintiff and the other class members to  
16 work over eight (8) hours per day and/or over forty (40) hours per week  
17 and failed to pay the legally required overtime compensation to Plaintiff  
18 and the other class members;
- 19 d. Whether Defendants properly calculated the regular rate for Plaintiff and  
20 the other class members who worked overtime and earned incentive pay;
- 21 e. Whether Defendants deprived Plaintiff and the other class members of  
22 legally mandated meal and/or rest periods and failed to compensate them  
23 the related premium wages pursuant to California Labor Code section  
24 226.7(c);
- 25 f. Whether Defendants failed to pay minimum wages to Plaintiff and the  
26 other class members for all hours worked;

27 ///

28 ///

- 1 g. Whether Defendants failed to pay all wages due to Plaintiff and the other  
2 class members within the required time upon their discharge or  
3 resignation;  
4 h. Whether Defendants complied with wage reporting as required by the  
5 California Labor Code, including, inter alia, section 226;  
6 i. Whether Defendants failed to reimburse Plaintiff and the other class  
7 members for necessary business-related expenses and costs;  
8 j. Whether Defendants' conduct was willful or reckless;  
9 k. Whether Defendants engaged in unfair business practices in violation of  
10 California Business & Professions Code sections 17200, *et seq.*;  
11 l. The appropriate amount of damages, restitution, and/or monetary  
12 penalties resulting from Defendants' violation of California law; and  
13 m. Whether Plaintiff and the other class members are entitled to  
14 compensatory damages pursuant to the California Labor Code.

15 **GENERAL ALLEGATIONS**

16 17. During the relevant time period set forth herein, Defendants employed Plaintiff  
17 and other persons as hourly-paid or non-exempt employees within the State of California.

18 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid non-  
19 exempt employee during the relevant time period in the State of California, County of Yolo.

20 19. Defendants had the authority to hire and terminate Plaintiff and other class  
21 members; to set work rules and conditions governing Plaintiff's and other class members'  
22 employment; and to supervise their daily employment activities.

23 20. Defendants exercised sufficient authority over the terms and conditions of  
24 Plaintiff's and other class members' employment for them to be joint employers of Plaintiff  
25 and the other class members.

26 21. Defendants directly hired and paid wages and benefits to Plaintiff and other  
27 class members.

28 ///

1           22. Defendants continue to employ hourly-paid or non-exempt employees within the  
2 State of California.

3           23. Plaintiff and other class members worked over eight (8) hours in a day, and/or  
4 forty (40) hours in a week during their employment with Defendants.

5           24. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
6 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt  
7 employees within the State of California. This scheme involved, inter alia, failing to pay them  
8 for all hours worked, and failing to provide legally mandated meal and rest breaks or pay  
9 related premium wages in lieu thereof, in violation of California law.

10           25. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
11 knew or should have known that Plaintiff and other class members were entitled to receive  
12 certain wages for overtime compensation and that Plaintiff and other class members were not  
13 receiving wages for overtime compensation.

14           26. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
15 failed to provide Plaintiff and other class members the required rest and meal periods during  
16 the relevant time period as required under the Industrial Welfare Commission ("IWC") Wage  
17 Orders and thus they are entitled to any and all applicable penalties.

18           27. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
19 knew or should have known that Plaintiff and other class members were entitled to receive all  
20 timely and complete meal periods or payment of one additional hour of pay at Plaintiff's and  
21 the other class members' regular rate of pay when a meal period was missed, late or  
22 interrupted, and that Plaintiff and other class members did not receive all timely and proper  
23 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal  
24 period was missed.

25 ///

26 ///

27 ///

1           28. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that Plaintiff and other class members were entitled to receive all  
3 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff's  
4 and the other class members' regular rate of pay when a rest period was missed, late or  
5 interrupted, and that Plaintiff and other class members did not receive all rest periods or  
6 payment of one additional hour of pay at their regular rate of pay when a rest period was  
7 missed.

8           29. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
9 knew or should have known that Plaintiff and other class members were entitled to receive at  
10 least minimum wages for compensation and that Plaintiff and other class members were not  
11 receiving at least minimum wages for all hours worked.

12           30. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
13 knew or should have known that Plaintiff and other class members were entitled to receive the  
14 wages owed to them upon discharge or resignation, including overtime and minimum wages  
15 and meal and rest period premiums, and that Plaintiff and other class members did not, in fact,  
16 receive such wages owed to them at the time of their discharge or resignation.

17           31. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
18 knew or should have known that Plaintiff and other class members were entitled to receive  
19 complete and accurate wage statements in accordance with California law, but, in fact, Plaintiff  
20 and other class members did not receive complete and accurate wage statements from  
21 Defendants. The deficiencies included, inter alia, the failure to include the total number of  
22 hours worked by Plaintiff and other class members.

23           32. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
24 knew or should have known that Plaintiff and the other class members were entitled to  
25 reimbursement for necessary business-related expenses.

26 ///

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1           33. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that they had a duty to compensate Plaintiff and other class  
3 members pursuant to California law, and that Defendants had the financial ability to pay such  
4 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
5 represented to Plaintiff and other class members that they were properly denied wages, all in  
6 order to increase Defendants' profits.

7           34. As a pattern and practice, during the relevant time period set forth herein,  
8 Defendants failed to pay overtime wages to Plaintiff and other class members for all hours  
9 worked. Plaintiff and other class members were required to work more than eight (8) hours per  
10 day and/or forty (40) hours per week without overtime compensation.

11           35. As a pattern and practice, during the relevant time period set forth herein,  
12 Defendants failed to provide the requisite uninterrupted and timely meal and rest periods to  
13 Plaintiff and other class members.

14           36. As a pattern and practice, during the relevant time period set forth herein,  
15 Defendants failed to pay Plaintiff and other class members at least minimum wages for all  
16 hours worked.

17           37. As a pattern and practice, during the relevant time period set forth herein,  
18 Defendants failed to pay Plaintiff and other class members the wages owed to them upon  
19 discharge or resignation.

20           38. As a pattern and practice, during the relevant time period set forth herein,  
21 Defendants failed to provide complete or accurate wage statements to Plaintiff and other class  
22 members.

23           39. As a pattern and practice, during the relevant time period set forth herein,  
24 Defendants failed to reimburse Plaintiff and the other class members for necessary business-  
25 related expenses.

26           40. As a pattern and practice, during the relevant time period set forth herein,  
27 Defendants failed to properly compensate Plaintiff and other class members pursuant to  
28 California law in order to increase Defendants' profits.

1 41. California Labor Code section 218 states that nothing in Article 1 of the Labor  
2 Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty  
3 due to him [or her] under this article.”

4 **FIRST CAUSE OF ACTION**

5 **(Violation of California Labor Code §§ 510 and 1198)**

6 **(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,**  
7 **SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through**  
8 **100)**

9 42. Plaintiff incorporates by reference the allegations contained in Paragraphs 1  
10 through 41, and each and every part thereof with the same force and effect as though fully set  
11 forth herein.

12 43. California Labor Code section 1198 and the applicable IWC Wage Order  
13 provide that it is unlawful to employ persons without compensating them at a rate of pay either  
14 time-and-one-half or two-times that person’s regular rate of pay, depending on the number of  
15 hours worked by the person on a daily or weekly basis.

16 44. Specifically, the applicable IWC Wage Order provides that Defendants are and  
17 were required to pay Plaintiff and other class members employed by Defendants, who  
18 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at  
19 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more  
20 than forty (40) hours in a workweek.

21 45. The applicable IWC Wage Order further provides that Defendants are and were  
22 required to pay Plaintiff and other class members overtime compensation at a rate of two times  
23 their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

24 ///

25 ///

26 ///

1 46. California Labor Code section 510 codifies the right to overtime compensation  
2 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours  
3 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day  
4 of work, and overtime compensation at twice the regular hourly rate for hours worked in  
5 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day  
6 of work.

7 47. During the relevant time period set forth herein, Plaintiff and other class  
8 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a  
9 week.

10 48. As a pattern and practice, during the relevant time period set forth herein,  
11 Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and other  
12 class members (but not all).

13 49. Defendants' pattern and practice of failing to pay Plaintiff and other class  
14 members the unpaid balance of overtime compensation, as required by California laws, violate  
15 the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

16 50. Pursuant to California Labor Code section 1194, Plaintiff and other class  
17 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and  
18 attorneys' fees.

19 **SECOND CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 226.7 and 512(a))**

21 **(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,**  
22 **SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through**  
23 **100)**

24 51. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
25 through 50, and each and every part thereof with the same force and effect as though fully set  
26 forth herein.

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1           52. During the relevant time period set forth herein, the IWC Wage Order and  
2 California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and other class  
3 members' employment by Defendants.

4           53. During the relevant time period set forth herein, California Labor Code section  
5 226.7 provides that no employer shall require an employee to work during any meal or rest  
6 period mandated by an applicable order of the California IWC.

7           54. During the relevant time period set forth herein, the applicable IWC Wage  
8 Order and California Labor Code section 512(a) provide that an employer may not require,  
9 cause or permit an employee to work for a work period of more than five (5) hours per day  
10 without providing the employee with a meal period of not less than thirty (30) minutes, except  
11 that if the total work period per day of the employee is no more than six (6) hours, the meal  
12 period may be waived by mutual consent of both the employer and employee.

13           55. During the relevant time period set forth herein, the applicable IWC Wage  
14 Order and California Labor Code section 512(a) further provide that an employer may not  
15 require, cause, or permit an employee to work for a work period of more than ten (10) hours  
16 per day without providing the employee with a second uninterrupted meal period of not less  
17 than thirty (30) minutes, except that if the total hours worked is no more than twelve (12)  
18 hours, the second meal period may be waived by mutual consent of the employer and the  
19 employee only if the first meal period was not waived.

20           56. As a pattern and practice, during the relevant time period set forth herein,  
21 Plaintiff and other class members (but not all) who were scheduled to work for a period of time  
22 no longer than six (6) hours, and who did not waive their legally-mandated meal periods by  
23 mutual consent, were required to work for periods longer than five (5) hours without an  
24 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

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1           57. As a pattern and practice, during the relevant time period set forth herein,  
2 Plaintiff and other class members (but not all) who were scheduled to work for a period of time  
3 no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods  
4 by mutual consent, were required to work for periods longer than ten (10) hours without an  
5 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

6           58. As a pattern and practice, during the relevant time period set forth herein,  
7 Plaintiff and other class members (but not all) who were scheduled to work for a period of time  
8 in excess of six (6) hours were required to work for periods longer than five (5) hours without  
9 an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

10           59. As a pattern and practice, during the relevant time period set forth herein,  
11 Plaintiff and other class members (but not all) who were scheduled to work for a period of time  
12 in excess of twelve (12) hours were required to work for periods longer than ten (10) hours  
13 without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest  
14 period.

15           60. As a pattern and practice, during the relevant time period set forth herein,  
16 Defendants intentionally and willfully required Plaintiff and other class members (but not all)  
17 to work during meal periods and failed to compensate Plaintiff and the other class members  
18 (but not all) the full meal period premium for work performed during meal periods.

19           61. As a pattern and practice, during the relevant time period set forth herein,  
20 Defendants failed to pay Plaintiff and other class members (but not all) the full meal period  
21 premium due pursuant to California Labor Code section 226.7.

22           62. Defendants' conduct violates the applicable IWC Wage Order and California  
23 Labor Code sections 226.7 and 512(a).

24           63. Pursuant to the applicable IWC Wage Order and California Labor Code section  
25 226.7(c), Plaintiff and other class members are entitled to recover from Defendants one  
26 additional hour of pay at the employee's regular rate of compensation for each workday that  
27 the meal period was not provided.

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**THIRD CAUSE OF ACTION**

**(Violation of California Labor Code § 226.7)**

**(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,  
SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through  
100)**

64. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 63, and each and every part thereof with the same force and effect as though fully set forth herein.

65. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and other class members' employment by Defendants.

66. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

67. During the relevant time period set forth herein, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

68. As a pattern and practice, during the relevant time period set forth herein, Defendants required Plaintiff and other class members (but not all) to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

69. As a pattern and practice, during the relevant time period set forth herein, Defendants willfully required Plaintiff and other class members (but not all) to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

1           70. As a pattern and practice, during the relevant time period set forth herein,  
2 Defendants failed to pay Plaintiff and the other class members (but not all) the full rest period  
3 premium due pursuant to California Labor Code section 226.7.

4           71. Defendants' conduct violates applicable IWC Wage Orders and California  
5 Labor Code section 226.7.

6           72. Pursuant to the applicable IWC Wage Orders and California Labor Code section  
7 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one  
8 additional hour of pay at the employee's regular hourly rate of compensation for each workday  
9 that the rest period was not provided.

10                                   **FOURTH CAUSE OF ACTION**

11                                   **(Violation of California Labor Code §§ 1194 and 1197)**

12                   **(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,**  
13 **SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through**  
14 **100)**

15           73. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
16 through 72, and each and every part thereof with the same force and effect as though fully set  
17 forth herein.

18           74. During the relevant time period set forth herein, California Labor Code sections  
19 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a  
20 lesser wage than the minimum so fixed, is unlawful.

21           75. As a pattern and practice, during the relevant time period set forth herein,  
22 Defendants failed to pay minimum wages to Plaintiff and other class members (but not all) as  
23 required, pursuant to California Labor Code sections 1194 and 1197.

24           76. Defendants' failure to pay Plaintiff and other class members the minimum wage  
25 as required violates California Labor Code sections 1194 and 1197. Pursuant to those sections,  
26 Plaintiff and other class members are entitled to recover the unpaid balance of their minimum  
27 wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an  
28 amount equal to the wages unlawfully unpaid and interest thereon.

1        77. Pursuant to California Labor Code section 1194.2, Plaintiff and other class  
2 members are entitled to recover liquidated damages in an amount equal to the wages  
3 unlawfully unpaid and interest thereon.

4                                    **FIFTH CAUSE OF ACTION**

5                                    **(Violation of California Labor Code §§ 201 and 202)**

6                                    **(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,**  
7 **SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through**  
8 **100)**

9        78. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
10 through 77, and each and every part thereof with the same force and effect as though fully set  
11 forth herein.

12        79. During the relevant time period set forth herein, California Labor Code sections  
13 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid  
14 at the time of discharge are due and payable immediately, and if an employee quits their  
15 employment, their wages shall become due and payable not later than seventy-two (72) hours  
16 thereafter, unless the employee has given seventy-two (72) hours' notice of their intention to  
17 quit, in which case the employee is entitled to their wages at the time of quitting.

18        80. As a pattern and practice, during the relevant time period set forth herein,  
19 Defendants intentionally and willfully failed to pay Plaintiff and other class members (but not  
20 all) who are no longer employed by Defendants their wages, earned and unpaid, within  
21 seventy-two (72) hours of their leaving Defendants' employ.

22        81. Defendants' pattern and practice of failing to pay Plaintiff and other class  
23 members who are no longer employed by Defendants their wages, earned and unpaid, within  
24 seventy-two (72) hours of their leaving Defendants' employ, are in violation of California  
25 Labor Code sections 201 and 202.

26 ///

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82. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

83. Plaintiff and other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as provided by Labor Code section 203.

### SIXTH CAUSE OF ACTION

**(Violation of California Labor Code § 226(a))**

(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,  
SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through  
100)

84. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 83, and each and every part thereof with the same force and effect as though fully set forth herein.

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1           85. During the relevant time period set forth herein, California Labor Code section  
2 226(a) provides that every employer shall furnish each of their employees an accurate itemized  
3 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,  
4 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid  
5 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of  
6 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the  
7 inclusive dates of the period for which the employee is paid, (7) the name of the employee and  
8 only the last four digits of their social security number or an employee identification number  
9 other than a social security number, (8) the name and address of the legal entity that is the  
10 employer, and (9) all applicable hourly rates in effect during the pay period and the  
11 corresponding number of hours worked at each hourly rate by the employee. The deductions  
12 made from payments of wages shall be recorded in ink or other indelible form, properly dated,  
13 showing the month, day, and year, and a copy of the statement and the record of the deductions  
14 shall be kept on file by the employer for at least three years at the place of employment or at a  
15 central location within the State of California.

16           86. As a pattern and practice, Defendants have intentionally and willfully failed to  
17 provide Plaintiff and other class members (but not all) with complete and accurate wage  
18 statements. The deficiencies include but are not limited to: the failure to include the total  
19 number of hours worked by Plaintiff and other class members.

20           87. As a result of Defendants' violation of California Labor Code section 226(a),  
21 Plaintiff and other class members have suffered injury and damage to their statutorily protected  
22 rights.

23           88. More specifically, Plaintiff and other class members have been injured by  
24 Defendants' intentional and willful violation of California Labor Code section 226(a) because  
25 they were denied both their legal right to receive, and their protected interest in receiving,  
26 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

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1 89. Plaintiff and other class members are entitled to recover from Defendants the  
2 greater of their actual damages caused by Defendants' failure to comply with California Labor  
3 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per  
4 employee.

5 90. Plaintiff and other class members are also entitled to injunctive relief to ensure  
6 compliance with this section, pursuant to California Labor Code section 226(h).

7 **SEVENTH CAUSE OF ACTION**

8 **(Violation of California Labor Code §§ 2800 and 2802)**

9 **(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,**  
10 **SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through**  
11 **100)**

12 91. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
13 through 90, and each and every part thereof with the same force and effect as though fully set  
14 forth herein.

15 92. Pursuant to California Labor Code sections 2800 and 2802, an employer must  
16 reimburse its employee for all necessary expenditures incurred by the employee in direct  
17 consequence of the discharge of their job duties or in direct consequence of their obedience to  
18 the directions of the employer.

19 93. Defendants have intentionally and willfully failed to reimburse Plaintiff and other  
20 class members (but not all) for all necessary business-related expenses and costs. Plaintiff and  
21 other class members are entitled to recover from Defendants their business-related expenses and  
22 costs incurred during the course and scope of their employment, plus interest accrued from the  
23 date on which the employee incurred the necessary expenditures at the same rate as judgments in  
24 civil actions in the State of California.

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**EIGHTH CAUSE OF ACTION**

**(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

**(Against SHARECARE CL, LLC, SHARECARE HEALTH DATA SERVICES, LLC,  
SHARECARE OPERATING COMPANY, INC., CARELINX INC., and DOES 1 through  
100)**

94. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

96. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq.*

97. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' pattern and practice of requiring Plaintiff and other class members to work overtime hours without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' pattern and practice of requiring Plaintiff and other class members to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' pattern and practice of failing to timely pay wages to Plaintiff and other class members violate California Labor Code sections 201 and 202. Defendants also violated California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

98. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

///

1 99. Plaintiff and other class members (but not all) have been personally injured by  
2 Defendants' unlawful business acts and practices as alleged herein, including but not  
3 necessarily limited to the loss of money and/or property.

4 100. Pursuant to California Business & Professions Code sections 17200, *et seq.*,  
5 Plaintiff and other class members are entitled to restitution of the wages withheld and retained  
6 by Defendants during a period that commences four years prior to the filing of this Complaint;  
7 an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and  
8 other applicable laws; and an award of costs.

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff, individually, and on behalf of other members of the general public similarly  
11 situated, requests a trial by jury.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general  
14 public similarly situated, prays for relief and judgment against Defendants, jointly and  
15 severally, as follows:

16 **Class Certification**

- 17 1. That this action be certified as a class action;  
18 2. That Plaintiff be appointed as representative of the Class;  
19 3. That counsel for Plaintiff be appointed as Class Counsel; and  
20 4. That Defendants provide to Class Counsel immediately the names and most  
21 current contact information (address, e-mail and telephone numbers) of all class members.

22 **As to the First Cause of Action**

23 5. That the Court declare, adjudge and decree that Defendants violated California  
24 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay  
25 all overtime wages due to Plaintiff and other class members (but not all);

26 6. For general unpaid wages at overtime wage rates and such general and special  
27 damages as may be appropriate;

28 ///

1           7.     For pre-judgment interest on any unpaid overtime compensation commencing  
2 from the date such amounts were due;

3           8.     For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
4 California Labor Code section 1194; and

5           9.     For such other and further relief as the court may deem just and proper.

6                           **As to the Second Cause of Action**

7           10.    That the Court declare, adjudge and decree that Defendants violated California  
8 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to  
9 provide all meal periods (including second meal periods) to Plaintiff and other class members  
10 (but not all);

11          11.    That the Court make an award to Plaintiff and the other class members of one  
12 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal  
13 period was not provided;

14          12.    For all actual, consequential, and incidental losses and damages, according to  
15 proof;

16          13.    For premium wages pursuant to California Labor Code section 226.7(c);

17          14.    For pre-judgment interest on any unpaid wages from the date such amounts  
18 were due;

19          15.    For reasonable attorneys' fees and costs of suit incurred herein; and

20          16.    For such other and further relief as the court may deem just and proper.

21                           **As to the Third Cause of Action**

22          17.    That the Court declare, adjudge and decree that Defendants violated California  
23 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all  
24 rest periods to Plaintiff and other class members (but not all);

25          18.    That the Court make an award to Plaintiff and the other class members of one  
26 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest  
27 period was not provided;

28        ///

1 19. For all actual, consequential, and incidental losses and damages, according to  
2 proof;

3 20. For premium wages pursuant to California Labor Code section 226.7(c);

4 21. For pre-judgment interest on any unpaid wages from the date such amounts  
5 were due; and

6 22. For such other and further relief as the court may deem just and proper.

7 **As to the Fourth Cause of Action**

8 23. That the Court declare, adjudge and decree that Defendants violated California  
9 Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and  
10 other class members (but not all);

11 24. For general unpaid wages and such general and special damages as may be  
12 appropriate;

13 25. For pre-judgment interest on any unpaid compensation from the date such  
14 amounts were due;

15 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
16 California Labor Code section 1194(a);

17 27. For liquidated damages pursuant to California Labor Code section 1194.2; and

18 28. For such other and further relief as the court may deem just and proper.

19 **As to the Fifth Cause of Action**

20 29. That the Court declare, adjudge and decree that Defendants violated California  
21 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the  
22 time of termination of the employment of Plaintiff and other class members (but not all) no  
23 longer employed by Defendants;

24 30. For all actual, consequential, and incidental losses and damages, according to  
25 proof;

26 31. For statutory wage penalties pursuant to California Labor Code section 203 for  
27 the other class members who have left Defendants' employ;

28 ///

1 32. For pre-judgment interest on any unpaid compensation from the date such  
2 amounts were due; and

3 33. For such other and further relief as the court may deem just and proper.

4 **As to the Sixth Cause of Action**

5 34. That the Court declare, adjudge and decree that Defendants violated the record  
6 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders  
7 as to Plaintiff and other class members (but not all), and willfully failed to provide accurate  
8 itemized wage statements thereto;

9 35. For actual, consequential and incidental losses and damages, according to proof;

10 36. For statutory penalties pursuant to California Labor Code section 226(e);

11 37. For injunctive relief to ensure compliance with this section, pursuant to  
12 California Labor Code section 226(h); and

13 38. For such other and further relief as the court may deem just and proper.

14 ///

15 **As to the Seventh Cause of Action**

16 39. That the Court declare, adjudge and decree that Defendants violated California  
17 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and other class  
18 members (but not all) for all necessary business-related expenses as required by California  
19 Labor Code sections 2800 and 2802;

20 40. For actual, consequential and incidental losses and damages, according to proof;

21 41. For the imposition of civil penalties and/or statutory penalties;

22 42. For punitive damages and/or exemplary damages according to proof at trial;

23 43. For reasonable attorneys' fees and costs of suit incurred herein; and

24 44. For such other and further relief as the court may deem just and proper.

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26 ///

27 ///

As to the Eighth Cause of Action

45. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and other class members' wages timely as required by California Labor Code sections 201 and 202.

46. For restitution of unpaid wages to Plaintiff and other class members and all pre-judgment interest from the day such amounts were due and payable;

47. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

49. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

50. For such other and further relief as the court may deem just and proper.

Dated: September 25, 2023

JUSTICE LAW CORPORATION

By:



Douglas Han  
Shunt Tatavos-Gharajeh  
Lawrence W. Beall  
*Attorneys for Plaintiff*

Case 3:23-cv-02564-DJC-CSK Document 1 Filed 11/06/23 Page 64 of 65

ATTORNEY OR PARTY NOTIFIED BY (Name, address, email, and phone number) (Print address)  
 Douglas Han (SBN 232858) / Shunt Tatavos-Gharajch (SBN 272164)  
 JUSTICE LAW CORPORATION  
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 ATTORNEY FOR (Name): Plaintiff Amanda Cunningham

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF YOLO**  
 STREET ADDRESS 1000 Main Street  
 MAILING ADDRESS 1000 Main Street  
 CITY AND ZIP CODE Woodland, CA 95695  
 BRANCH NAME Main Courthouse

CASE NAME: Cunningham v. Sharecare CL, LLC, et al

**CIVIL CASE COVER SHEET**  
☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)

**Complex Case Designation**  
☐ Counter ☐ Joinder  
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: CV2023-2034  
 JUDGE:  
 DEPT:

ELECTRONICALLY FILED  
 by Superior Court of CA,  
 County of Yolo,  
 on 9/25/2023 11:54 AM  
 By: M Gallegos, Deputy

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	--

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |   |  |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties  | d. <input checked="" type="checkbox"/> Large number of witnesses   |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Eight (8)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: September 25, 2023

Douglas Han

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only

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**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability *(not asbestos or toxic/environmental)* (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice *(not medical or legal)*  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract *(not unlawful detainer or wrongful eviction)*  
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage *(not provisionally complex)* (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment *(non-domestic relations)*  
Sister State Judgment  
Administrative Agency Award *(not unpaid taxes)*  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint *(not specified above)* (42)  
Declaratory Relief Only  
Injunctive Relief Only *(non-harassment)*  
Mechanics Lien  
Other Commercial Complaint Case *(non-tort/non-complex)*  
Other Civil Complaint *(non-tort/non-complex)*

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition *(not specified above)* (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition